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No. 41] NEW DELHI, SATURDAY, OCTOBER 10, 1987 (ASA VINA 18, 1909)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है, जिससे कि यह असम संकलन के रूप में रखा जा सके।

(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV [PART IV]

गो-सरकारी व्यक्तियों और गो-सरकारी संस्थाओं के विज्ञापन और सूचनाएँ
[Advertisement and Notices issued by Private Individuals and Private Bodies]

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BY ORDER
Controller of Publications

CHANGE OF NAME

I, hitherto known as MANGAT RAM s/o Shri ISHAR DASS, employed as Postman in the Bata Head Post Office, residing at Village & Pos. Office, Ghuman Kalan Via Naukhera Majha Singh, Teh. & Distt. Gurdaspur, have changed my name and shall hereafter be known as MANGAL SINGH.

It is certified that I have complied with other legal requirements in this connection.

MANGAT RAM
(Signature (in existing old name))

I, hitherto known as VISHWANATHA s/o (Late) Shri NARAYANA SHETTY, employed as Telephone Operator in the Telecommunication Department, residing at Inoli Barla House, Pavoor Village, Mangalore, Taluk (D.K.) Pin-574182, have changed my name and shall hereafter be known as I. VISHWANATHA SHETTY.

It is certified that I have complied with other legal requirements in this connection.

VISHWANATHA
(Signature (in existing old name))

I, hitherto known as DAMODAR SONUJI MESHRAM s/o Shri SONUJI MESHRAM, employed as Pmt. Auditor in the Accounts Office Ordnance Factory, Ambajhari, Nagpur, residing at Qtr. No. 7/28/8 Defence Estate, Ambajhari, Nagpur, have changed my name and shall hereafter be known as DILESH SONUJI MESHRAM.

It is certified that I have complied with other legal requirements in this connection.

DAMODAR SONUJI MESHRAM
(Signature (in existing old name))

I, hitherto known as NAND KISHORE s/o (Late) Shri PERMA NAND, employed as Assistant Inspection Engineer in the Hindustan Aeronautics Limited Korwa Division, residing at B-40, HAL Township, P.O. Korwa, Tehsil Amethi, Distt. Sultanpur (U.P.), have changed my name and shall hereafter be known as NAND KISHORE CHUGH.

It is certified that I have complied with other legal requirements in this connection.

NAND KISHORE
(Signature (in existing old name))

I, hitherto known as ABDUL GAFOOR s/o ABDULLA, employed as Plaster (Highly Skilled Gr. I) 30122 in C. No. 11, Fabrication Deptt., Naval Dockyard, Bombay-400 023 and residing at 28/30, New Bengalipura, Bhendi Bazar, Bombay-400 003, have changed my name and shall hereafter be known as ABDUL GAFOOR ABDULLA PATEL.

It is certified that I have complied with other legal requirements in this connection.

ABDUL GAFOOR
(Signature (in existing old name))

I, hitherto known as SUBODH CHANDRA SAMADDAR s/o (Late) Dr. BIJOY KRISHNA SAMADDAR, employed as Upper Division Clerk in the I.T. Department, West Bengal, residing at G-5 /95, Central Govt. Staff Qtr. Phoolbagan, Calcutta-54, have changed my name and shall hereafter be known as SUBODH RAY CHOWDHURY.

It is certified that I have complied with other legal requirements in this connection.

SUBODH CHANDRA SAMADDAR
[Signature (in existing old name)]

I, hitherto known as GAJE SINGH s/o Shri CHANDER SINGH, employed as Junior Accountant in the N.T.P.C. Nehru Place, New Delhi, residing at H-289 Vikaspuri, New Delhi-110018, have changed my name and shall hereafter be known as GAJENDRA VATS.

It is certified that I have complied with other legal requirements in this connection.

GAJE SINGH
[Signature (in existing old name)]

I, hitherto known as SURESH KUMAR s/o Shri BODH-RAJ DUA, employed as Sr. Assistant in the Steel Authority of India Limited, Jeevan Deep Building, 10, Sansad Marg, New Delhi-110001, residing at A-2B/74B, MIG Flats, Paschim Vihar, New Delhi-110063, have changed my name and shall hereafter be known as SURESH KUMAR DUA.

It is certified that I have complied with other legal requirements in this connection.

SURESH KUMAR
[Signature (in existing old name)]

I, hitherto known as KAILASH MAHATO s/o (Late) SUKHDEV MAHATO, employed as T.T.E. in the N.F. Railway residing at Alipurduar Jn., Distt. Jalpaiguri, have changed my name and shall hereafter be known as KAILASH RAY.

It is certified that I have complied with other legal requirements in this connection.

KAILASH MAHATO
[Signature (in existing old name)]

I, hitherto known as K. VASUDEVAN NAMPIATHIRI s/o Late Shri KRISHNAN NAMPIATHIRI, employed as Personal Assistant 'A' in the Space Application Centre (ISRO), residing at L5/12/372 Shastrinagar, Ahmedabad-380013, have changed my name and shall hereafter be known as K. VASUDEVAN NAMPOOTHIRI.

It is certified that I have complied with other legal requirements in this connection.

K. VASUDEVAN NAMPIATHIRI
[Signature in existing old name]

NOTICE IN PURSUANCE OF SECTION 485(1) OF THE COMPANIES ACT, 1956

At a general meeting of the Creditors of M/s. Crushed Metal And Building Accessories Private Limited duly convened and held at the Registered Office "A-2/249, Janak Puri, New Delhi" on the 11th day of September, 1987 at 2 P.M., the following special resolutions passed :—

- (1) Resolved unanimously that the Special Resolutions as passed by the shareholders in their General Meeting held on 11-9-1987 at 10 A.M. be and are hereby approved.
- (2) Resolved unanimously that the Company M/s. Crushed Metal And Building Accessories Private Limited be and is hereby wound up as Creditors Voluntary Winding up as per the provisions of the Companies Act, 1956.
- (3) Resolved unanimously that Shri K. K. Bhalla, Advocate, resident of A-2/246 Janak Puri New Delhi be and is hereby appointed liquidator to finalise the affairs of this dead company with powers as provided under Section 512 of the Companies Act, 1956, honorary. He will be paid only the actual liquidation expenses.

Date : 14-9-1987.

S. N. BHALLA,
Director,

M/s. Crushed Metal And Building
Accessories Private Limited.

FORM NO. 151

(See Rule 315)

Companies Act, 1956

Creditors Voluntary Winding Up

Notice of appointment of liquidator pursuant to Section 516.

Name of Company : M/s. Crushed Metal And Building Accessories Private Limited.

Nature of business : Crushing stones and allied substances and to produce manufacture and deal in stones, lime and allied materials & builders.

Address of Registered Office : A-2 246, Janak Puri, New Delhi.

Name and address of liquidator : K. K. Bhalla, Advocate, A-2/246, Janak Puri, New Delhi.

Date of appointment : 11-9-1987.

By whom appointed : Creditors of the company.

K. K. BHALLA
Liquidator.

NOTICE

Notice in pursuance of Section 500 of the Companies Act, 1956 is hereby given to all the shareholders and Creditors of M/s. Hindon Finance And Chit Fund Private Limited that the general meetings will be held at the Registered Office "674-Dr. Mukherjee Nagar, Delhi" on the 14th day of October, 1987 at 3 P.M. and 4 P.M. respectively to consider the following agenda :—

- (1) To consider the affairs of the company and if thought fit to put the company in liquidation as Creditors Voluntary Winding up.
- (2) To consider the appointment of liquidator to finalise the affairs of the company and fix his remuneration.

Dated : 14-9-1987.

RAMESH GUPTA
Director.

NOTICE

Notice is hereby given to all the shareholders and creditors of M/s. Raj Kamal Textile Industries Pvt. Ltd. that General meetings of the company will be held at the Registered Office Premises Rashtriya Tent House, Model Town, Sonipat (Haryana), on the 13th October 1987 at 3.00 P.M. and 4.00 P.M. to consider the following :—

- (1) To consider the affairs of the company and if thought fit to put the company in Liquidation.
- (2) To appoint Liquidator & fix his remuneration.

JANAK RAJ KOHLI
Managing Director.

NOTICE IN PURSUANCE OF SECTION 500 OF THE COMPANIES ACT, 1956

Notice is hereby given to all the shareholders and creditors of M/s. Linkers Finance And Chit Fund Private Limited that the General Meetings will be held at the Registered Office "C-34, Lawrence Road, Delhi-110035, on the 20th day of October, 1987 at 10 A.M. and 2 P.M. respectively to consider the undermentioned agenda :—

- (1) To Consider the winding of the Company; and
- (2) To consider the appointment of liquidator to finalise the affairs of the company and fix his remuneration.

DARSHAN JAISINGHANI,
Director

Dated : 7-9-1987

M/s. Linkers Finance And Chit Fund Pvt. Ltd.

NOTIFICATION BY THE AHMEDABAD SEEDS MERCHANTS ASSOCIATION LIMITED, AHMEDABAD

The approval of the Deputy Director, Forward Markets Commission, under Sub-Section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), read with the Government of India, Ministry of Commerce and Industry Notification No. S.O. 1162 dated the 4th May, 1960, has been obtained on the 12th March, 1987 to the following amendments made to the Bye-laws of the Ahmedabad Seeds Merchants Association Ltd., Ahmedabad, the same having been notified under section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

AMENDMENTS

Delete Bye-law 129 and instead insert the following bye-law:

(129) Transactions for hedge contracts in oilseeds shall be for loose goods i.e. only for net weight of the goods exclusive of bagging. They shall be for delivery from seller's godown or his agent's godown i.e. The buyer shall weigh over the goods from seller's or his agents godown. The seller shall have the option to deliver goods with or without bagging but he shall have to state clearly in the delivery order that he is giving delivery of goods in bags or without bags. If he elects to give delivery in bags then each bag shall be between 73 to 75 kilograms for castorseed delivery and 55 to 65 kilograms for cottonseeds delivery and empty gunny bag shall not weigh less than 900 grammes for castorseed delivery and 750 grammes for cottonseed delivery. The Buyer shall take the goods from the seller's godown at his own expenses but the goods to be weighed shall be in godown within the limits of Ahmedabad Municipal Corporation. The goods for Ahmedabad delivery will be weighed at weighing bridge by mutual understanding of buyer and seller and 100 grammes shall be allowed to the buyer for each bag i.e. it can be deducted in the bill from the total weight. The weighment of the goods shall take place in the presence of buyer's and seller's representatives. The seller shall arrange to load the goods in trucks provided by the buyer and the cost of loading shall be borne by the buyer. If the seller prefers to give delivery in bags the bags should be sound and second hand gunny bags without patches (without 'Thigda') and not having been previously used for cement bagging. In case of bagging other than the specified one above an allowance to the buyer shall be paid on the basis of the difference between the price of the standard bag as specified above and the price of the bag supplied. The seller shall be entitled to charge the price of the standard bags as may be fixed by the Board before the commencement of each contract and no change shall be made in the said charge so fixed for that contract. In case if the seller prefers to give delivery of goods without bags the bags shall be supplied by the buyer and the cost of weighing, filling and sewing charges shall be borne by the seller. In this case the gunny bags supplied by the buyer, the bag shall not weigh less than 900 grammes but if such gunny bags weigh less than 900 grammes the seller shall be entitled to add such amount in the bill to the extent of such less weight of the gunny bags.

Bye-Laws relating to Special Deposit To Be Paid By Last Buyer, Payment Against Delivery, Etc. in Hedge Contracts.

Add Bye-laws 141(A), 141(B), 141(C) and 141(D) as following :

141(A) In hedge contract after the delivery orders are issued the buyer shall deposit on the next working day an amount equivalent to 20% of the value of the goods in the office of the Association immediately he is declared as the last buyer. The Board of Directors shall be entitled to increase such deposit upto 100% of the value of goods or to demand from time to time whenever they think fit from the buyer further deposit not exceeding in aggregate the full value of the goods and the buyer shall deposit such amount in the office of the Association within 24 hours but if there be a bank holiday during these 24 hours then on the next opening day after such demand is made. The amount of deposit mentioned in this bye-law shall be payable by a cheque or bank's Pay Order or Demand Draft as per the order of the Board.

141(B) Payment of 90% against the goods delivered shall be made by the buyer to the seller at a place where the goods are delivered by a Bank's Pay Order (Pay Slip) or a demand draft and the buyer shall pay to the seller, the balance

of 10% immediately after the settlement of quality, refrac-tion, weight and bagging etc.

141(C) The amount in excess of 10% of the value of the goods out of the total amount deposited by the buyer with the Association under Bye-laws 141(A) above shall be returned to him only after the presentation by him of receipt for 90% payments made to the seller. The balance of 10% amount shall be returned to the buyer after the presenta-tion of a receipt of the seller of full settlement of the account.

141(D) A direct connection shall be established between the seller (first member party issuing the delivery order) and the buyer (last member party receiving the delivery order) regarding delivery of goods after an amount equivalent to 20% of the value of the goods or more, as the case may be, is deposited by the buyer in the office of the Association for taking delivery of goods and the intermediate parties shall not be liable in any way regarding the goods of the delivery order.

Delete Bye-law 148 and in place insert the following Bye-law 148 :

Bye-Law (148)

The seller shall give delivery of goods at such upcountry centres from a godown or a place under one roof over it and the location of such godown or place shall be clearly indicated in the delivery order. In other words sufficient description of the location of the godown or place should be indicated and wherever godown numbers are available the same shall also be indicated. If the delivery orders are issued on due date, the seller shall within two working days of the closure of the market on due date furnish complete address for identification of godown mentioned in the delivery orders to the buyer if the same is not already given in the delivery orders concerned. The seller cannot give delivery of the goods which are lying in an open space or a compound without a roof over it. The buyer shall take delivery of the goods in an uncountry centre within 15 working days from the date of receipt of the delivery order. The buyer, within such period of 15 days shall be entitled to ask for extension to the Board stating his reasons for such extension and the Board shall consider the same and give such or any extension deemed fit. The Board may direct the buyer to pay such compensation by way of interest and/or charges to the seller as they deem proper for such extension.

Delete Bye-laws 149-150-151 and 152 :

In Bye-law 175 :

The words "the 7th day" be substituted by "the 7th working day" and "if the 7th day" be substituted by "if such 7th working day" and "twenty first day" be substituted by the words "the fifteenth working day".

In Bye-law 180 :

(i) For the words 'on that day' appearing before the words "and if this day" and appearing after "rate on" the following words be substituted "on the day of inquiry".

(ii) For the words "and also pay double penalty i.e. Rs. 15/-" the words "and also pay penalty Rs. 25" be substituted.

In Bye-Law 181 :

For the words and figures "within 21" the words "within fifteen working days" be substituted.

In Bye-Law 186 :

Delete Bye-law 186 and insert the following new Bye-law 186.

Bye-law 186 :

Goods of the order should be taken and given in full, but for shortage or excess of goods, difference shall be paid or received at the closing rate of the day of delivery and if on that day the prices of that delivery are not quoted or quoted nominal, then the difference shall be paid or received at the ready rate of the last day of delivery.

In Bye-law 188 :

Delete Bye-law 188 and instead insert the following bye-law:

Bye-law 188 :

All kinds of oilseeds, except cottonseed, shall be bagged in gunny bags weighing not less than 900 grammes sound and second hand gunny bags without patches (without Thigda) and not having been previously used for cement bagging. In case of bagging other than the specified one above, an allowance to the buyer shall be paid on the basis of the difference between the price of the standard bag as specified above and the price of the bag supplied. In case the weight of the bag is more than 900 grammes the excess weight shall be deducted from the net weight. The seller shall be entitled to charge such amount as the price of bag as may be fixed by the Board for every delivery contract before the commencement of that contract and no change shall be made in the said charge as fixed for the contract.

In Bye-law 192 :

The following words be inserted after the words "filled and sealed" and before the words "Regarding gunnies".

"Such Tins shall be brought by the buyer".

In Bye-Law 193 :

For the figures "191" and "192", the figures "190" and "191" shall be substituted respectively.

Delete Bye-law 193(A)

Bye-laws 203-204-205-206-207-208-209 and 210 be renumbered as 115(A), 115(B), 115(C), 115(D), 115(E), 115(F), 115(G) and 115(H).

Add the following bye-law 213(a), 213(b) and 213(c) after Bye-law 213 :—

213(a)

The Board's decision and ruling in any matter (pertaining to survey system, procedure and work) whether express provision is made in the bye-laws or not and interpretation of the bye-laws concerned, relating to survey shall not be questioned by any body bound by the bye-laws.

213(b)

The award of the surveyors or the umpire shall be final and binding on the parties to the contract concerned and the persons claiming under any of them, subject, however, to the right of appeal to the Board within 3 working days from the receipt of the award by the parties concerned in the matter.

213(c)

Whenever an appeal is preferred against the survey award given by the surveyors or umpire, the Board shall appoint within 7 days from the receipt of the appeal application a survey appellate tribunal for deciding such appeal consisting of 5 members drawn from Directors, Members/Surveyors and or umpire appointed by the Board, none of whom should have acted as a surveyor or umpire in that particular survey made and given the survey award against which such appeal is preferred. The minimum number of members of survey

appellate Tribunal who shall form a quorum and who shall be deemed to be duly appointed as the appellate tribunal for deciding the matter and who shall hear and decide the appeal shall be three. Such appeal shall be decided within seven days from the appointment of such appellate Tribunal.

In Bye-law 220 :

The sentence beginning from "The seller shall" and ending with the words "the Association" be deleted and in place the following sentence be inserted.

"The seller shall however be entitled to demand payment of 90 per cent (75 per cent for cottonseed) by demand draft or bank's pay order (Pay Slip) at the time of weighment of goods and also will be entitled to require the buyer to deposit the balance (10% or 25% as the case may be) in the office of the Association."

In "Terms of contract for castorseed" the clauses 5, 6, 7 and 8 be deleted and in place insert the following clauses.

5. Contract :

As per Bye-law 129.

6. Refraction :

4% mutual. All other kinds of seeds, grains, shells (कोतरी) of castorseed and shells covered on castorseeds shall be considered as dirt.

7. Allowance for Dead Seeds :

All dead seeds shall be reckoned as dirt. If the dead seeds are more than 8% it shall be at the option of the buyer to reject.

8. Allowance for damaged seeds :

Upto 2% free from 2% to 5% at the rate of Re. 1.00 per 100 Kgs. per percent. More than 5% buyer's option to reject.

NOTE : Damaged seeds shall be calculated after removing dead seeds.

9. Bagging : As per Bye-laws.

Add new Bye-law 223(a) after Bye-law 223.

223(a) :

Bye-laws 129, 141(A) to 141(D), 148, 175, 180, 181, 186, 188, 192, 193, 193(a), 213(a) to 213(c), 220. Terms of contracts for castorseeds, deletion of bye-laws 149 to 152 and renumbering of Bye-laws 203 to 210 as 115(a) to 115(h) as amended shall be applicable to December, 1987 and subsequent deliveries in castorseed hedge contracts.

Sd/- ILLEGIBLE
Secretary
The Ahmedabad Seeds Merchants Association Ltd.
Ahmedabad

Ahmedabad :

Date : 5-8-1987